

UAB NORDSTREET
DEBT RECOVERY POLICY
(Revised version)

Approved by:
order of the director of UAB Nordstreet No. 20261005-01
Date: 5 October 2026

Vilnius
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1. General provisions

1.1. This debt recovery policy (the “Policy”) of UAB Nordstreet (legal entity code 304565690, registered office: Naugarduko g. 19, Vilnius, Republic of Lithuania), a crowdfunding service provider (the “CSP”), establishes the procedures, principles and actions applicable where a Project Owner fails to perform its obligations under a Loan Agreement.

1.2. The director of the CSP, or a responsible person appointed by the director, is responsible for the implementation of this Policy.

2. Definitions used in the Policy

2.1. CSP – UAB “Nordstreet”, which administers the crowdfunding platform.

2.2. Lender – a user of the platform who provides financing to a Project.

2.3. Loan Agreement – an agreement on the granting of a loan concluded between a Project Owner and the Lenders.

2.4. Platform – the system www.nordstreet.com administered by the CSP.

2.5. Project – a financing project published on the CSP's platform.

2.6. Project Owner – a person who initiates a Project and receives financing.

2.7. Settlement Agreement – an agreement concluded, in the name and in the interests of the Lenders, between the CSP and the Project Owner by which the parties resolve a breach of obligations and establish new or adjusted terms for the repayment of the debt, with a view to restoring the performance of payments and to avoiding or suspending enforced recovery proceedings. A Settlement Agreement may establish a new payment schedule, adjust the applicable interest, penalties or default interest and other mutual obligations, provided that such changes do not conflict with the interests of the investors, with legal acts or with the principles established in this Policy.

2.8. Regulation – Regulation (EU) 2020/1503 of the European Parliament and of the Council of 7 October 2020 on European crowdfunding service providers for business.

3. Breach and termination of the Loan Agreement

A Loan Agreement is considered to have been breached where the Project Owner fails to comply with the payment deadlines set out in the schedule or breaches other material provisions of the Loan Agreement. Having established a breach, the CSP initiates contact with the Project Owner in order to assess the reasons for the delay, the possibilities of restoring payments and of concluding a Settlement Agreement.

Where the breach is not remedied within the time limit set by the CSP (as a rule, 14 calendar days), the CSP has the right, in the interests of the Lenders, to terminate the Loan Agreement and to demand immediate payment of the outstanding part of the loan, interest, compensatory interest and other amounts payable under the agreement.

Following termination of the Loan Agreement, debt recovery procedures are commenced. The CSP may continue to maintain a dialogue with the Project Owner regarding the possibility of concluding a Settlement Agreement which would allow the course of further recovery actions to be suspended or altered, provided that this does not conflict with the interests of the investors or with legal acts. When choosing further actions, it is ensured in all cases that the CSP acts solely as the

representative of the Lenders and does not assume the credit risk of the Project Owner, its obligations or other financial commitments.

4. The debt recovery process

4.1. Settlement Agreement with the Project Owner

The CSP actively maintains contact with the Project Owner throughout the entire debt management process – before the termination of the Loan Agreement, after termination and even while enforced recovery actions are under way. The objective is to assess the possibilities of concluding a Settlement Agreement which could be more economically efficient than enforced recovery and could better correspond to the interests of the investors.

No later than within two working days from the termination of the Loan Agreement, the CSP initiates a dialogue on a Settlement Agreement. In the course of those negotiations, amended payment deadlines may be considered, the amounts of compensatory interest, penalties or default interest may be adjusted, and other solutions may be applied which help to restore payments and reduce risks. The CSP may not assume the obligations of the Project Owner, secure them with its own assets or funds, or otherwise take over the credit risk of the Project Owner.

Where a Settlement Agreement is concluded, the enforced recovery process may be suspended, postponed or not commenced at all. Where it is not possible to conclude a Settlement Agreement, the CSP commences or continues the enforced recovery actions set out below.

4.2. Recovery through collateral

Where the loan is secured by a mortgage, pledge, suretyship or other security granted by the Project Owner or by third parties (other than the CSP and persons related to it), the CSP initiates the enforcement thereof. The CSP applies to a notary for an executive endorsement; the notary informs the debtor and allows the debtor 20 days to discharge the debt. If the debt is not paid within that period, the notary issues an executive endorsement, which the CSP submits to the Chamber of Bailiffs for the appointment of a bailiff.

Even after recovery through collateral has been commenced, the CSP may continue to negotiate with the Project Owner on the conclusion of a Settlement Agreement. Where such an agreement is concluded and does not conflict with legal acts or with the interests of the investors, enforcement actions may be suspended in accordance with the procedure laid down by legal acts.

When enforcing collateral and choosing a particular method of recovery, the CSP acts exclusively as the representative of the Lenders and in their interests. The CSP does not itself assume the obligations of the Project Owner, its credit risk or other financial commitments connected with the Project, including suretyship, the granting of guarantees, the assumption of the Project Owner's debt or other obligations, the performance of obligations on behalf of the Project Owner, additional financing from the CSP's own funds or the application of other measures analogous in their economic substance.

4.3. Judicial recovery

Judicial recovery is initiated in cases where:

- the collateral is insufficient to discharge the debt;
- the debtor avoids cooperating;
- the debtor disputes the debt or the termination of the agreement;

- it is necessary to apply interim protective measures.

The CSP applies to the court seeking an award of the outstanding loan balance, contractual and compensatory interest, penalties, default interest and the costs incurred by the CSP, and seeking the application of interim protective measures (for example, seizure of assets, restriction of funds).

During the judicial proceedings, the CSP:

- monitors the debtor's situation,
- provides additional information to the court,
- initiates procedural actions,
- where necessary, files complaints and appeals.

The conclusion of a Settlement Agreement is also possible during the judicial proceedings, provided that it does not conflict with the interests of the investors and complies with the requirements of legal acts.

Once a court judgment has been given in favour of the CSP, the CSP initiates the obtaining of a writ of execution and submits it to the Chamber of Bailiffs in order to commence enforcement proceedings.

4.4. Recovery in the event of insolvency or restructuring

Where insolvency or restructuring proceedings are opened in respect of a Project Owner, the CSP, upon receiving information about the proceedings, submits its creditor's claim, the calculation of the debt and the documents relating to the collateral. Where the loan is secured by a mortgage or pledge, the CSP becomes a secured creditor; unsecured loans are satisfied in the general order laid down by law. The CSP does not itself take over the obligations of the Project Owner and does not assume its credit risk.

In the event of restructuring, the CSP:

- assesses the restructuring plan,
- liaises with the administrator,
- monitors the realisation of assets,
- provides the necessary information,
- informs the investors,
- assesses the possibility of concluding a Settlement Agreement, provided that this does not conflict with legal acts.

All payments received during insolvency or restructuring proceedings are distributed to the investors in accordance with the order of priority established in this Policy.

5. Settlement Agreement

5.1. Rights of the CSP when concluding a settlement agreement

The CSP may adjust interest, penalties, the payment schedule and other parameters so that the interests of the investors are taken into account to the greatest extent possible.

5.2. Creation of a new payment line “Settlement Agreement compensation”

5.2.1. Upon the conclusion of a settlement agreement, the CSP creates on the Platform a new payment line “Settlement Agreement compensation”, which is accounted for as a

separate amount distributable to the investors. That line combines all compensatory and penalty amounts payable by the debtor under the settlement agreement.

5.2.2. The “Settlement Agreement compensation” comprises the following elements:

- **5.2.2.1. Compensatory interest** – calculated for the period from the date of termination of the Loan Agreement until the date of conclusion of the settlement agreement. That interest reflects the actual duration of the debtor's non-performance of its obligations and forms an important part of the protection of the investors' interests.
- **5.2.2.2. Late payment penalties** – penalties calculated in respect of overdue periodic instalments up to the termination of the Loan Agreement. They may be applied in accordance with the provisions of the loan agreement or in accordance with the rates approved by the CSP.
- **5.2.2.3. Penalty for termination of the agreement** – where such a penalty is provided for in the loan agreement or in the General Loan Terms. That penalty compensates the investors for the damage arising from the early termination of the agreement.

5.2.3. The CSP has the right, taking into account the debtor's financial capacity and with a view to achieving the best possible outcome in satisfying the investors' interests, to adjust the amount of those elements. Such discretion may be exercised in order to:

- create a realistic opportunity for the debtor to pay the debt considerably more quickly than in the course of judicial proceedings,
- avoid substantial court, bailiff or other recovery procedure costs,
- achieve a higher total value of recoverable debt accruing to the investors.

5.2.4. Where the CSP decides to adjust the “Settlement Agreement compensation”, it must be guided by the following principles:

- the priority of the investors' interests,
- proportionality and cost–benefit analysis,
- the criteria of reasonableness and rationality,
- the application of equal terms to investors.

5.3. Order of appropriation of payments

1. Recovery costs incurred by the CSP, including:
 - o notarial costs,
 - o costs of the Chamber of Bailiffs,
 - o bailiffs' enforcement costs,
 - o court fees and stamp duties,
 - o costs of debt recovery partners,
 - o other documented costs.
2. Compensatory interest
3. Settlement Agreement compensation (where applicable)
4. Contractual interest
5. Outstanding loan balance

6. Protection of the investors' interests

6.1. The CSP represents all Lenders in the debt recovery process and ensures that all actions are carried out with a view to protecting the investors' proprietary interests to the greatest extent possible. Recovery actions at all stages must be organised in such a way that the CSP acts as the entity administering the Lenders' interests and securing the enforcement of their claims, while at the same time ensuring that the CSP does not itself participate in the Project.

6.2. All decisions taken by the CSP are based on the following fundamental principles:

- **6.2.1. Priority of the investors' interests.** The CSP acts so that its decisions correspond to the greatest extent possible to the financial interests of the investors, secure the recovery of the largest possible share of the debt and reduce potential losses.
- **6.2.2. The principle of reasonableness and cost-benefit analysis.** Before taking decisions on recovery actions, the CSP assesses their likely effectiveness, costs, duration and potential risks, and the relationship of those factors to the benefit accruing to the investors.
- **6.2.3. The principle of promptness and effectiveness.** The CSP acts without delay and takes those measures which ensure the fastest and most effective possible outcome, having regard to the actual circumstances of the debtor and the situation of the assets.
- **6.2.4. The principle of transparency and information.** The CSP ensures that the investors are informed about the most important stages of recovery, the consideration of settlement agreements, insolvency proceedings and payments received.
- **6.2.5. The principle of non-discrimination.** All investors are treated equally and decisions are applied to all of them in proportion to the size of their investments.

6.3. In compliance with Article 8(1) of the Regulation, this Policy and the requirements of other applicable legal acts, the CSP has discretion to select the optimal course of action in each particular situation, including:

- 6.3.1. the decision to initiate judicial recovery;
- 6.3.2. the decision on the conclusion of a settlement agreement;
- 6.3.3. the decision on the adjustment of compensatory interest, penalties or other amounts;
- 6.3.4. the decision to bring additional claims against sureties or pledgors;
- 6.3.5. the decision to initiate the assumption of a creditor's claim or to represent the investors in insolvency proceedings.

All such decisions must be founded on the protection of the investors' interests and on the aim of securing the highest possible percentage of funds recovered.

6.4. The CSP assesses the following risk factors on an ongoing basis:

- 6.4.1. the debtor's solvency and financial position;
- 6.4.2. the value and liquidity of the debtor's assets and the likely time required for their realisation;
- 6.4.3. potential legal disputes and their impact on the duration of recovery;
- 6.4.4. the debtor's additional obligations towards other creditors;

- 6.4.5. threats associated with the seizure, pledge or mortgage of assets.

This analysis enables the CSP to select the most appropriate course of action in a particular case.

6.5. The CSP ensures that all payments received in the course of the recovery process are distributed solely in accordance with the order of priority established in this Policy, leaving no scope for differing interpretation or for the individual treatment of investors. In exceptional cases the platform may, guided by the principles established in this Policy, adjust the order of payments, but may never apply individual treatment to investors.

6.6. Where necessary, the CSP may engage external experts – lawyers, debt recovery specialists, asset valuers or other professionals. All their actions are coordinated by the CSP and carried out in compliance with the principles of protection of the investors' interests.

6.7. The CSP ensures that all documents material to the interests of the Investors (agreements, claims, creditors' claims, court judgments) are properly retained and documented and, where necessary, provided to the relevant authorities.

7. Final provisions

7.1. The Policy may be amended and updated by decision of the director of the CSP, having regard to changes in legal acts, market practice or the need to regulate debt recovery processes more clearly.

7.2. Amendments to the Policy enter into force on the date of their approval, unless another date of entry into force is specified in the order of the director of the CSP.

7.3. The Policy applies to all recovery processes initiated after the entry into force of the Policy. For recovery processes commenced before the entry into force of this Policy, the CSP may apply the previous version of the Policy where this better corresponds to the interests of the investors. The provisions of this Policy concerning the CSP's non-participation in the Project and its non-assumption of the Project Owner's risk apply to all recovery processes from the entry into force of the Policy, including those commenced earlier.

7.4. The Policy is an internal document of the CSP and applies together with the Loan Agreements, the General Loan Terms, the legal acts in force and other documents approved by the CSP.

7.5. Where the provisions of the Policy might in certain cases be interpreted differently, priority is given to the principle of protection of the investors' interests.